Invitation for Bids - October 19, 2021

Printing and mailing IRS Forms 1099-R





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Section I - Transmittal Letter

To: Interested Vendors

Date: October 19, 2021

Re: IRS Form 1099-R

The Public Employees' Retirement System of Mississippi (PERS) invites vendors to submit sealed bids for the printing and mailing of Internal Revenue Service (IRS) Forms 1099-R to PERS retirees for January 2022 using variable printer imaging. The schedule of events for this invitation is:

5.	Completion of Contract	To be determined	
4.	Evaluation of Bids	November 2, 2021	
3.	Bid Opening	November 2, 2021	3:00 p.m.
2.	Bids Due	November 2, 2021	3:00 p.m.
1.	Release of Specifications	October 19, 2021	

Copies of specifications are available at

Public Employees' Retirement System of Mississippi 429 Mississippi Street Jackson, Mississippi 39201-1005

Or by e-mailing or calling

Greg Jacobs, Chief Fiscal Officer gjacobs@pers.ms.gov 800.444.7377 or 601.359.2269

The right is reserved by PERS to reject any or all quotes and to accept the quote deemed best for PERS. Inspection is at point of delivery. Material not in accordance with specifications will be returned at the vendor's expense. Postmarks will not be considered –bids must be in the PERS office by 3:00 p.m., November 2, 2021.

Section II - General Information

Statement of Understanding

The Public Employees' Retirement System of Mississippi (PERS) is inviting vendors to submit sealed bids for the printing, pressure sealing, and mailing of IRS Forms 1099-R (see Attachment E) for calendar year 2021. Because this is an IRS form, it is subject to IRS requirements for reporting. PERS estimates between 140,000 and 150,000 forms will need to be printed and processed for presorted First-Class Mail at the available discounted rate on PERS' mail permit out of the main Jackson, MS, Post Office by the vendor no later than January 28, 2022. All work must be performed with secure handling of confidential PERS member information and confirmation that the data file provided by PERS should be destroyed within 30 days of project completion.

IRS Form 1099-R Requirements

The 1099-R form is used by the IRS and must comply with the rules and restrictions in place for it. The form uses OMB 1545-0119. This form should be printed with variable data and mailed as a pressure-sealed document.

Conference or Visit

The selected vendor is required to telephone conference with PERS or to make an onsite visit to the PERS office located at 429 Mississippi Street in Jackson, Mississippi. The purpose of this conference or visit will be to review the IRS Form 1099-R format, mapping specifications of variable data to the statement, present and discuss the written production schedule, and answer questions as needed related to the submitted bid. This conference or visit must occur within five business days of bid award. The date and time of this meeting must be coordinated with the following PERS representative:

Greg Jacobs Purchasing Officer (601) 359-2269 gjacobs@pers.ms.gov

Production Schedule

The vendor must develop a production schedule that lists activities and dates needed to meet the delivery requirements outlined in the Statement of Understanding in Section I. Contact names and phone numbers must be included for each activity on the schedule.

Hours of Operation

PERS's normal hours of operation are CT 8:00 a.m. to 5:00 p.m., Monday-Friday, except for state holidays. The vendor must adhere to the hours of operation to accommodate effective and timely communications.

Materials

The vendor will furnish all materials to complete the contract. IRS Form 1099-R proofs must be furnished to PERS for approval prior to printing the required form. Proofs shall demonstrate document size, print quality, all print fonts, and pressure sealing capacity used in preparation of this material.

Recovered Materials

Mississippi law requires that specifications be written to promote the use of products made from recovered materials. Therefore, bidders are asked to consider bidding on a product made from recovered materials provided, however, that any product bid must be equal in quality, weight, texture, and color to the product required by these specifications.

For the purposes of these specifications, a product made from recovered material must be at least 20 percent post-consumer waste as defined by the Environmental Protection Agency (EPA) and the American Society for Testing Materials (ASTM). Products made from recovered materials will be given a preference in the award procedure as defined in Section VI – Bid Evaluation.

Timeline for 1099-r Processing

PERS will:

- Supply test 1099-R files by January 3, 2022
- Approve test prints of 1099-R forms from the winning vendor prior to PERS' submission of the final production files to that vendor for the printing of original 1099-Rs for mailing.
- PERS will provide the actual production 1099-R files to the winning vendor no later than January 14, 2022.
- All files, including test files, must be transmitted via a secure connection (password protected) such as SSL or VPN.
- The 1099's must be mailed by January 28, 2022.

The awarded vendor will:

- Process and provide PERS the result of each test file within two days.
- To receive final approval before printing and mailing the production file(s), the vendor must send PERS 100 printed forms of the PERS plan, 30 printed forms of the Mississippi Highway Safety Patrol Retirement System (MHSPRS) plan, 20 printed forms of the Supplemental Legislative Retirement Plan (SLRP), 10 printed forms from the Municipal Retirement Systems (MRS), 30 printed forms from the PERS general account, 5 printed forms from the MHSPRS general account, and 5 printed forms from the SLRP general account.
 - o The 1099-R forms must be printed from the test files sent by PERS.
 - The processed forms must be sent via overnight mail, at the vendor's expense, in a single non-descriptive envelope to the address of PERS choosing.
 - PERS will provide the address when the file is created.
 - NO information (other than the PERS address) is to be visible on the envelope when the processed forms are sealed inside that envelope.
 - Once received and reviewed, PERS will provide the vendor approval to process the production files.
 - o PERS reserves the right to conduct another test if the file samples are not acceptable.
 - o The 200 samples (100 PERS, 30 MHSPRS, 20 SLRP,10 MRS, 30 PERS general accounts, 5 MHSPRS general accounts, and 5 SLRP general

- accounts) sent to PERS must be re-processed and mailed with the complete production file(s).
- During final print production, the vendor must conduct no less than three
 press checks of the job for quality assurance and send an e-mail to the
 specified PERS representative upon completion of the press run to verify
 the accuracy and quality of the job.
- Ensure that production files are processed by the date established by PERS, federal statutes, and IRS regulations.
- All files, including test files, must be transmitted via a secure connection (password protected) such as SSL or VPN.

Variable Imaging

Variable information is to be applied to the product with computerized imaging using ink jet printer quality or better.

Files Containing Variable Information

PERS will provide to the vendor files for 2021 containing all the variable information to be utilized in producing the mailing of IRS Forms 1099-R for the year.

The files produced by PERS containing the variable information will be in ASCII standard fixed length format. PERS will provide the vendor with a file layout that defines each field's name, size, type, and special print considerations. PERS will provide the vendor with detailed specifications that map each field on the files to each printed field on the forms in addition to any special print requirements that need to be implemented. Non-variable information will be provided to the vendor in .pdf format.

Verification is required by the vendor that all information in the test and final production files can be read based upon the file layout provided by PERS. Vendor must complete verification of each file within two business days from the receipt of each file. Vendor must notify PERS when verification is complete by email or phone call. All data files provided by PERS, or duplicates made by the vendor and any resultant printouts must be maintained in a secure manner to prevent their release to any unauthorized persons. The data files may not be duplicated in whole or in part for any other purpose than to create material to be used in performance of this contract. All data files or information supplied by PERS, and any duplicates or printouts made by the vendor must be destroyed by the vendor and written confirmation of said destruction by the vendor to PERS must be received no later than 30 days after manufacturing and shipping of 1099R forms.

Transmission of Data Files

All files, including test files, must be transmitted via a secure connection (password protected) such as SSL or VPN.

Review of Sample Statements/Proofs

PERS requests the basic proof requirements as outlined below:

A proof of the IRS Form 1099-R is required for verification of the text content, layout, and accuracy. Samples of the final forms will be provided to PERS for final review and approval. **Un-imaged forms may be printed after PERS' review and approval of the un-imaged form. Data-imaged material**

may be printed after PERS' review and approval of the data-imaged proofs and the estimated number of forms.

Additional proofs will be required to verify information is being properly printed following any changes required to the initial color proofs.

Approximately 200 data samples will be provided by PERS, 100 data samples for IRS Forms 1099-R of PERS pension accounts, 30 data samples for IRS Forms 1099-R of Mississippi Highway Safety Patrol Retirement System (MHSPRS) accounts, 20 data samples for IRS Forms 1099-R of Supplemental Legislative Retirement Plan (SLRP) accounts, 10 data samples for 1099-Rs Municipal Retirement Systems (MRS) accounts, 30 data samples for IRS Forms 1099-R of PERS general accounts, 5 data samples for IRS Forms 1099-Rs of MHSPRS general accounts, and 5 data samples for 1099-Rs of SLRP general accounts.

The vendor will be required to provide forms for these 200 samples and verify that the variable printing associated with specific types of test data is printed according to the print specifications. Sample statements will be generated and delivered to PERS for verification of the imaged data. Additional proofs will be required if corrections must be made as a result of PERS' review of the data imaged on the forms. This process must occur until all print problems are resolved and all resolutions approved by PERS.

Personal Service Contract

By submitting a quote, Bidders agree to the terms and conditions as set out in the Personal Service Contract included in Attachment A.

Confidentiality Agreement

Bidders must execute and submit with their proposals a confidentiality agreement, guaranteeing that the confidentiality of all PERS-related data and information will be safeguarded. The confidentiality agreement not only guarantees that information will be safeguarded but also will not be shared with entity or person without the written consent of PERS. Bidders must acknowledge all employees and subcontractors involved in any aspect of the project will be required to execute the attached confidentiality agreement and that the agreement becomes part of the contract with the winning vendor. The agreement is included in Attachment D.

Quality Assurance

The vendor must maintain a thorough quality assurance program to guarantee that all documents are of acceptable quality. The vendor must submit written documentation outlining the quality assurance procedures that will be followed during the print process. During final print production, the vendor must conduct no less than three press checks of the job for quality assurance and send an e-mail to the specified PERS representative upon completion of the press run to verify the accuracy and quality of the job. The image must be legible black where specified, and variable data must be printed using all uppercase characters. Any damaged, mutilated, or illegible statements must be shredded immediately and replaced prior to being shipped. The vendor is to do necessary programming to ensure that variable information imaged on the form is printed in the designated areas. The vendor must provide on-site data processing personnel to effect any changes that may occur. While not required, it is preferred that all programming, data processing operations, manufacturing, imaging, and shipping preparation of the documents be done under one roof in a plant of manufacture located in Mississippi.

Preparation and Disbursement of Materials

The vendor agrees to mail pre-sorted First Class all printed statements that have deliverable addresses at the available discounted rate provided by PERS. The vendor agrees to deliver all non-imaged forms and

all printed forms with foreign address and non-deliverable addresses to PERS. Inside delivery to 429 Mississippi Street, Jackson, MS 39201 during normal working hours of printed statements not mailed must be guaranteed.

Postage

Postage costs for this mailing will be paid by PERS through our bulk mail permit with the United States Post Office located at 401 E. South St., Jackson, MS, 39201. **Do not include postage charges in cost estimates for this project**. Only include costs to print the materials and deliver them to the post office.

Bid Requirements

- 1) Outline or description of quality assurance procedures that will be followed in the print process.
- 2) Completed Cost Summary (Attachment B)
 - a. Quotes should be priced at a **total cost per thousand** based on our estimated range between 140,000 and 150,000 forms for 2021. Please include in your quote the total cost (per thousand) including the cost of forms, time, and materials for PERS proofing and review, print production, sorting, and post office delivery.
- 3) Itemized Schedule. (Attachment C)
- 4) Completed Confidentiality Agreement. (Attachment D)

Bid Submission and Deadline

All bids submitted must be marked as "Sealed Bid Enclosed". Sealed bids are to be sent to the address below:

Public Employees' Retirement System of Mississippi Purchasing Department Attention: Greg Jacobs 429 Mississippi Street Jackson, Mississippi 39201-1005

Bids must be received prior to 3 p.m. CDT, November 2, 2021.

Section III - Specifications

Quantity

Between 140,000 and 150,000 (2021) imaged forms

Paper

IRS Form 1099-R, OMB 1545-0019

The form to be used is perforated and folds in half both vertically and horizontally so that a copy of the 1099-R appears in each quadrant. The reverse side contains the address information on one half of the form and the IRS instructions for the recipient on the other half. The form to be used is pressure sealed. (Attachment E)

Section IV - Submission of Bids

Sealed bids must be delivered no later than the date and hour indicated in the Transmittal Letter on page 3 of the IFP and only to the following address:

Greg Jacobs Chief Fiscal Officer Public Employees' Retirement System of Mississippi 429 Mississippi Street Jackson, Mississippi 39201-1005

Telephone: 800.444.7377 or 601.359.2269

Bid must include (1) a Technical Response indicating the degree to which the vendor meets each specification in Section II of this IFB and (2) a price quote. The price quote is described in Section V.

The Request for Quotes and the vendor's response will become an addendum to the Personal Service Contract. See Section VI, Personal Service Contract, for details.

Section V - Preparation of Price Quote

PERS reserves the right to disqualify any bid proposal that does not follow these specific requirements. The price quote should be separated by tab or some other means, from other information included within the proposal. Parts 1 through 3 **must** be at the front of the bid submitted.

Letter of Transmittal

Part 1 of the price quote must consist of a letter of transmittal signed by an individual authorized to bind the offeror contractually. The letter shall state that the proposal, including the prices, is valid for a period of 90 days after the deadline for submission of proposals given in the Transmittal Letter and thereafter until the offeror withdraws it OR an agreement is made and approved OR the procurement is terminated, whichever first occurs. The letter shall also include the name, title, address, and telephone number of one or more individuals authorized to negotiate and sign a contract for the offeror.

Cost Summary

Part 2 of the price quote **must** include Attachment B (Cost Summary). If item requested is not applicable to this proposal, enter N/A for "Not Applicable" or N/C for "No Charge," otherwise all line items **must** be entered. **Do not** use references to other sheets as a substitute for specific information when filling in Attachment B.

Any item needed for the successful functioning of the proposed materials and services for which no cost is stated in the Cost Summary will be deemed to be included in the stated costs.

Itemization Schedule

Part 3 of the price quote **must** include Attachment C (Itemization Schedule). Identical items having the same pricing structure may be grouped together; otherwise each item bid or proposed must be listed separately. All requested information must be listed separately. All requested information must be entered on this form. **Do not** use references to other sheets as a substitute for specific information when filling in Attachment C.

Additional Costs

PERS will not accept invoices for additional costs not outlined in the bid proposal without PERS management approval prior to the receipt of the invoice. Requests for approval of any additional costs for work performed that is outside the scope of the project as documented in the Invitation for Bid must be submitted to PERS management along with written justification that the work to be completed is not within the scope of the Invitation for Bids. PERS management approval must be granted prior to completion of the work associated with the additional costs.

Section VI - Personal Service Contract

This Invitation for Bids and the vendor's response will become an addendum to the Contract. Accordingly, the vendor selected will be contractually bound by its statements. In the event of a conflict in language between the documents referenced above, the provisions and requirements of the Contract shall govern. The Contract is provided as Attachment A.

Section VII - Bid Evaluation

Bid award will be based on the vendor who best meets the specifications at the lowest cost. Bid responses received that do not include a proposal as outlined in Section II, General Information, will be disqualified. If the low bid proposal meeting specification is made from recovered materials, the award will be made to the vendor offering the low bid. If the low bid is not made from recovered materials, the award will be made to the low bid meeting specification that is made from recovered materials provided; however, that the price paid may not be more than 10 percent higher than the lowest bid received. If there are no bids for recycled products within 10 percent of the lowest bid, the award will be made to the vendor offering the lowest bid. See paragraph titled "Recovered Materials" for more details.





PERS Contract for Services

Miss: 3920	ssissippi ("PERS" or "the Agency") wh .01 and	ose address is 429 Mis ("Contractor")	ssissippi Street,	Jackson, Mississippi
	01 andon the	day of	, 2021	under the following
terms	ns and conditions:		- The state of the	
1.	Scope of Services Under the agreem	nent, Contractor shall pro	vide services as	follows:
	A total of approximately 150,000 IR First-Class Mail at the available dis MS, post office by the vendor a specifications and requirements set services will be satisfactorily complete.	counted rate on PERS' no later than January out in the Invitation for	mail permit out 28, 2022, in a or Bids ("IFB")	of the main Jackson, accordance with the
2.	Contract Term The Contract period	shall be from	throug	sh
3.	Consideration As consideration for a fee not to exceed Contractor shall invoice PERS as out this contract will be invoiced separate	in accordance wit	h the terms of and 5 of this C	this Contract. The Contract. Each year of
4.	E-Payment The Contractor agrees to of Mississippi's electronic payment accordance with Mississippi law on 301, <i>et seq.</i> of the 1972 Mississippi payment of undisputed amounts by invoice.	and remittance vehicle. "Timely Payments for I Code Annotated, as am	The DFA agree Purchases by Punended, which g	s to make payment in blic Bodies", § 31-7- enerally provides for
5.	Paymode Payments by state agence made and remittance information payments shall be deposited into the its sole discretion, require the Coelectronically at any time during the agrees that the State is exempt from currency.	provided electronically bank account of the Contractor to submit involve term of this Contractor	y as directed ontractor's choices and supports. The Contra-	by the State. These ce. The State may, at orting documentation ctor understands and
6.	Payment of Taxes The Contractor paying any taxes, including but not l			*
7.	Availability of Funds It is express proceed under this Contract is cond			

State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to PERS, PERS shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Contract without damage,

This Contract ("Contract") is made by and between the Public Employees' Retirement System of

penalty, cost, or expenses to PERS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. (MCA § 27-104-25(3)). PERS shall have the sole right to determine whether funds are available for the payments or performances due under this Contract.

- 8. **Representation Regarding Contingent Fees** The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid proposal.
- 9. Representation Regarding Gratuities The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in § 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
- 10. Applicable Law The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and venue for resolution of any dispute shall be Jackson, Hinds County, Mississippi. The Contractor shall comply with applicable federal, state, and local laws and regulations. The Contractor expressly agrees that under no circumstances shall PERS be obligated to pay an attorney's fee, prejudgment interest, or the cost of legal action to the Contractor. Further, nothing in this Contract shall affect any statutory rights that PERS may have, and such rights cannot be waived or limited by contract.
- 11. <u>Assignment</u> The Contractor shall not assign, subcontract, or otherwise transfer in whole or in part, its rights or obligations under this Contract without prior written consent of PERS. Any attempted assignment or transfer without said consent shall be void and of no effect.
- 12. <u>Compliance with Laws</u> The Contractor understands that PERS is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination based on race, color, sex, age, national origin, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- Transparency This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. § 25-61-1 et seq., (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. § 27-104-151, et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Contract is required to be posted to the Department of Finance and Administration's independent Agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information or any other information that is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
- 14. **Employee Status Verification System** If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1, *et seq.* (1972, as amended) The term "employee" as used

herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, the Contractor agrees to provide a copy of each such verification. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of which may subject the Contractor to the following:

- (1) termination of this Contract and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification, or other document granted to the Contractor by an Agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both (1) and (2).

In the event of such termination/cancellation, the Contractor shall also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

Independent Contractor The Contractor shall perform all services as an Independent Contractor and shall at no time act as an agent for PERS. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on PERS. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of PERS; and PERS shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. It is expressly understood and agreed that PERS enters into this Contract with the Contractor based on the procurement of professional services and not based on an employer-employee relationship. For all purposes under this Contract, it is understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to the Contractor shall be paid as a gross sum with no withholdings or deductions being made by PERS for any purpose from said Contract sum. The Contractor accepts exclusive responsibility for the payment of federal income tax, state tax, Social Security, and any other withholdings that may be required.

The Contractor represents that it is qualified to perform the duties to be performed under this Contract and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of PERS. Any person assigned by the Contractor to perform the services hereunder shall be the employee of the Contractor, who shall have the sole right to hire and discharge its employee. PERS may, however, direct the Contractor to replace any of its employees under this Contract. The Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of PERS. Any employee or subcontractor of the Contractor acting in a manner determined by the administration of that location to be detrimental, abusive, or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All employees and subcontractors of the Contractor who will be working at such

locations shall be covered by the Contractor's comprehensive general liability insurance policy. The Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, Social Security, unemployment compensation, and any other withholdings that may be required. Neither the Contractor nor its employees are entitled to state retirement or leave benefits.

16. Termination for Convenience

- a. *Termination*: The Agency may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. Contractor's Obligations: The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

17. **Termination for Default**

- a. Default: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify the Contractor in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency, the Agency may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties*: Notwithstanding termination of the contract and subject to any directions from the Agency, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.
- c. *Compensation*: Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due the Contractor such sums as the Agency deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

- Excuse for Nonperformance or Delayed Performance: Except with respect to defaults of d. subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Agency within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Agency shall ascertain the facts and extent of such failure, and, if the Agency determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default*: If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. Additional Rights and Remedies: The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 18. **Termination Upon Bankruptcy** This contract may be terminated in whole or in part by the PERS upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 19. <u>Modification or Renegotiation</u> This Contract may be modified, altered, or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal or state revisions of any applicable laws or regulations make changes in this Contract necessary.
- 20. <u>Procurement Regulations</u> The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS, for inspection, or downloadable at www.mspb.ms.gov.

- 21. Ownership of Documents and Work Papers PERS shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, whether completed or in progress, created in connection with this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall destroy or deliver such documents and work papers to PERS upon termination or completion of the Contract. The Contractor shall be entitled to use such work papers only after receiving written permission from PERS and subject to any copyright protections.
- 22. <u>Indemnification</u> To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate PERS, its officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, and claims for damage arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this Contract.
- 23. Third Party Action Notification The Contractor shall notify PERS in writing within five (5) business days of its receipt of liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or PERS by any entity that may result in litigation related in any way to this Contract and/or which may affect the Contractor's performance under this Contract. Failure of the Contractor to provide such written notice to PERS shall be considered a material breach of this Contract, and PERS may, at its sole discretion, pursue its rights as set forth in the Termination clauses herein and any other remedies it may have at law or in equity.
- 24. <u>Notices</u> All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by mail or electronically provided that the original of such notice is sent by certified United States mail postage prepaid, return receipt requested, or by overnight courier with signed receipt, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:	For PERS:				
	Public Employees' Retirement System of MS				
(Insert name)	Attn: H. Ray Higgins Jr.				
(Insert title)	Executive Director				
(Insert address)	429 Mississippi Street				
	Jackson, MS 39201				

- 25. Severability If any term or provision of this Contract is prohibited by the laws of this State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 26. Change in Scope of Work PERS may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. Any changes to the general scope of the contract requiring changes to the amount of compensation to be paid to the Contractor or requiring other modifications to the contract must be made by written amendment to the contract signed by PERS and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Agency in writing of this belief. If PERS believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

27. Stop Work Order

- a. *Order to Stop Work:* PERS, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Agency shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract, if applicable.
- b. Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- d. Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

28. Price Adjustment

- a. *Price Adjustment Methods*: any adjustments in contract price, pursuant to a clause in the contract, shall be made in one or more of the following ways:
 - (i) By agreement on a fixed price adjustment before commencement of the additional performance;

- (ii) By unit prices specified in the contract;
- (iii) By the costs attributable to the event or situation covered by the clause, plus appropriate profit, or fee, all as specified in the contract; or,
- b. Submission of Cost or Pricing Data: Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of § 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Review Board Rules and Regulations.
- 29. **Failure to Enforce** Failure by PERS, at any time, to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of PERS to enforce any provision at any time in accordance with its terms.
- 30. **Priority** The Contract consists of this agreement with exhibits, the IFB, and the bid submitted by the Contractor. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first, reference to this agreement and attached appendices s and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the bid. Omission of any term or obligation from this agreement shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract.
- 31. **Sovereign Immunity** By entering into this Contract with the Contractor, PERS and the State of Mississippi do, in no way, waive their sovereign immunities or defenses, as provided by law.
- 32. Confidential Information The Contractor shall treat all PERS data and information to which it has access by its performance under this Contract as confidential and shall not disclose such data or information to a third party without specific written consent of PERS. The Contractor shall protect such personal and confidential information against unauthorized use, disclosure, modification, or loss. All data files and information submitted by PERS will remain the property of PERS. All data files or information supplied by PERS, and any duplicates or printouts made by the Contractor shall be destroyed by the Contractor and written confirmation of said destruction by the Contractor to PERS must be received no later than 30 days after manufacturing and shipping of this project is completed. This provision shall survive the termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Contractor following any termination or completion of the Contract. Any breach of this provision may result in termination of the Contract and demand for return of all personal information. The Contractor agrees to indemnify and hold harmless PERS for any damages related to the Contractor's unauthorized use or disclosure of personal or confidential information.
- 33. <u>Trade Secrets, Commercial and Financial Information</u> It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
- 34. **Entire Agreement** This Contract, together with all attachments and addenda hereto, constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto. This Contract shall be binding on the parties, their

successors, and assigns. The Request for Quotes and the Contractor's response thereto are hereby incorporated into and made a part of this Agreement.

- a. The Contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:
 - 1. This Contract signed by the parties;
 - 2. The Request for Quotes; and
 - 3. The Contractor's Response to the Request of Quotes, as accepted by PERS.
- b. The intent of the above-listed documents is to include all items necessary for the proper execution and completion of services by the Firm. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, in the event an issue is addressed in one of the above mentioned documents, but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("1. This Contract") and the lowest document is listed last ("3. The Contractor's Response").

This Contract has been entered into and executed by the parties hereto as of the day and year first above written.

H. RAY HIGGINS JR.
EXECUTIVE DIRECTOR
PUBLIC EMPLOYEES' RETIREMENT SYSTEM OF MS

(Insert the name of the Contractor)





Cost Summary

I. Give brief description of materials and/or services bid

II. Prices

	covered Paper	
mat	e request that the vendor submit documentatio terials.)	
A.	Total Contract Price	\$
В.	Freight	\$
C.	Extra Cost	\$
Tot	tal Cost	\$
Vir	gin Paper	
A.	Total Contract Price	\$
В.	Freight	\$
C.	Extra Cost	\$
Tot	tal Cost	\$



Itemization Schedule

Attachment C

Quantity Description Purchase Price





Confidentiality Agreement

[,	ne, in order to
	a proposal for future data processing services to PERS, do hereby acknowledge and agree to the
followi	ing:
1.	Certain data and information will be made available by PERS to
	to enable to perform services necessary in order to prepare
	a proposal to PERS for printing and mailing the Annual Member Statements.
2.	Mississippi law provides that the contents of PERS' member records will not be disclosed
	without prior written consent of the individual to whom the record pertains. Data and
	information provided tois confidential and shall not be madeis confidential and shall not be made
	available to any individual or organization by without without
	prior written approval of PERS.
3.	The confidentiality of any and all data and information provided by PERS to me directly or through
	will be upheld and protected. All such data and information will
	be handled and processed in a manner to preserve its confidentiality and it will not be revealed or
	divulged to any individual or organization.
4.	All data files or information supplied by PERS and any duplicates or printouts made by the
	vendor must be destroyed, by the vendor and written confirmation of said destruction by the
	vendor to PERS, must be received no later than 30 days after manufacturing and shipping of
	1099r forms.
Witnes	on my signature this the day of
rv itileS	ss my signature this the day of 2021.
	Signature
	Manature





Sample IRS Form 1099-R

Form 1099-R		ORRECTED (i	f checked)	OMB No	. 1545-0119 21	015	Form 1099-R	COS	RECTED (if ch	ecked) C	DMB No. 1545-	0119 21	015	
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2b Taxable amount not determined		Total distribut		In	Sharing Plans, surance Contrac	IRAs,	2b Taxable amount not determined		otal distribution		Insu	haring Plan ance Contr	ıs, IRAs,	
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429 MISSISSI							429 MISSISSI							
JACKSON, MS	392	01					JACKSON, MS	3920	1					
				00000							000000			
PAYER'S federal identifi		umber	RECIPIE	NTS ident	ification number		PAYER'S federal identif		mber	RECIPIEN	IT'S identific	ation numbe	r	
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(included in box 2a) /Desigi					nated Roth contrib rance premiums 5.72	outions	(included in box 2a)				/Designate or insuran	d Roth contr ce premiums	ributions	
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in employer's securitie		7		SEP/ SIMPLE			in employer's securities		7	(-/	SEP/ SIMPLE			
9a Your percentage of to	tal distri	bution	9b Total e	mployee	contributions		9a Your percentage of to	otal distribu	ution 9	b Total er	nployee con	tributions		
		%	s						% \$	5				
REGIPIENT'S r	name, sti	reet address (i	ncl. apt. no.), city, stat	e, and ZIP code		RECIPIENT'S	name, stre	et address (inc	il. apt. no.),	city, state, a	and ZIP code)	
Account number (see inst	truc.)	10 Amount within 5		IRR 1	1 1st year of desi	g.	Account number (see ins	struc.)	10 Amount al			st year of de	sig.	
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15 Local tax withheld		16 Name o	f locality	1	7 Local distribution	on	15 Local tax withheld	-	16 Name of k	ocality	17 L	ocal distribut	tion	
S Copy 2 F	ile this	copy with	your state	, city, or	local income	tax	Copy 2 File this copy with your state, city, or local income tax						e tax	
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2b Taxable amount	ТΤ	Total distribut	ion		Retirement, or Sharing Plans,	IRAs,	2b Taxable amount	Tot	Retirement, or Pro-					
not determined	R'S nam	e, street addre	ass city sta		surance Contrac	ts, etc.	not determined	ED'S name	, street address	e city etat	Insi	urance Con	tracts, etc.	
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